

REMARKS

The Applicant respectfully requests reconsideration of the pending claims.

Dependent claims 12 and 22 have been canceled thus obviating the section 112 rejection of claims 12 and 22.

The Examiner rejected claims 1-3, 5, 6, 12, 14, 19, 22, and 25-27 as being obvious over Town in view of Hodek. The Applicant continues to respectfully traverse the rejection and submits the amended claims are patentable. As discussed in the Applicant's previous responses, Town discloses a sealant system that is the opposite of the sealant methodology recited in Applicant's claims. Town locates its cured structural sealant inwardly of the secondary sealant that hermetically seals the insulating glazing unit. The claims are thus not anticipated by or obvious in view of Town. Further, there is no motivation in the references for reversing the positions of the sealants disclosed in Town. The Applicant thus submits that the claims are patentable over Town whether taken alone or in combination with other references.

The Town reference discloses a glazing unit that includes a film (6) that is used to disperse light. The film (6) is disposed in the insulating chamber of the glazing unit. The film (6) is a flexible material that is typically Mylar. The film (6) must be firmly held so that it does not wrinkle over years of use. If the film (6) wrinkles, the aesthetic appearance of the glazing unit is destroyed and the consumer asks for a warranty replacement. The problem of securely and firmly holding the film (6) taut is solved by Town by using a curable sealant (26) to anchor the perimeter edge of the film (6) in the sealant channel. The curable sealant (26) securely bonds to the perimeter edge of the film (6) and holds it taut. Town specifically teaches that at col. 8, lines 45-62, particularly lines 59-62 that the first sealant is said to provide the desired properties once cured. Town does not provide an option to the cured first sealant. The examiner cites lines 56-58 of col. 10 for the proposition that the primary sealant may optionally be cured: "Preferably, the first sealant is allowed to fully cure prior to the application of the second sealant." The Applicant reads this section somewhat differently than the examiner. The Applicant submits the section

does not indicate that curing is optional. The Applicant submits the section means that a full cure (instead of a partial cure) is preferable prior to the application of the second sealant. The primary sealant still cures regardless of when the second sealant is applied. To support its contention, the Applicant notes that the next sentence begins: "After both sealants are allowed to cure," The invention recited in the claims requires the sealants to be in the opposite locations as those disclosed in Town in order to protect the critical non-curable primary sealant from damage. The Applicant has amended each of the claims to recite that the primary sealant is a non-curable hot melt butyl sealant or one of a non-curable hot melt butyl and a polyisobutylene. Town does not disclose the use of the non-curable sealants in the location recited in the claims. Further, Town does not suggest the use of hot melt butyl because non-curable, non-structural sealants such as hot melt butyl cannot function to hold a film taut in the manner required by Town. The Applicant submits that one of ordinary skill in the art would not be motivated by the Hodek reference to make the substitution proposed by the Examiner because the use of butyl adhesive disclosed in Hodek would render the Town device inoperable for its intended purpose. Non-curable hot melt butyl or polyisobutylene would not hold the film taut and the user would be able to see the wrinkles. Thus, the pending claims are not obvious in view of the combination of Town and Hodek.

The invention now recited in the amended claims has significant benefits over the Town system because the flexible non-curable sealant that stops moisture from entering the insulating chamber is sandwiched between the spacer and a curable, thermoset or structural sealant on the outer perimeter of the glazing unit. This arrangement prevents damage to the critical primary sealant during shipping and handling of the glazing unit. This arrangement also provides a glazing unit that does not expose the primary sealant to the exposed outer edge of the glazing unit where it can stick to people's hands and support surfaces (especially in hot weather). The method of the present invention also provides a glazing unit having the primary sealant protected against creeping and loosening due to glazing unit "pumping" that occurs in windy conditions and when there are temperature and pressure changes.

The primary sealant is protected against creeping and loosening because it is sandwiched between the spacer and a curable or thermoset secondary sealant.

The remaining rejections are submitted to be obviated by the amendments to the claims and the explanation set forth above. The secondary references cited by the Examiner do not suggest the sealant arrangements thus do not render the claims obvious.

In view of the foregoing, the Applicant respectfully requests reconsideration of the claims and most earnestly solicits the issuance of a formal notice of allowance. If any issues remain after this amendment, the undersigned attorney would welcome a telephone call.

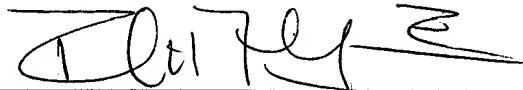


Fred H. Zollinger III
Registration No. 39,438
Zollinger & Burleson Ltd.
P.O. Box 2368
North Canton, OH 44720

Phone: 330-526-0104
Fax: 1-866-311-9964

CERTIFICATE OF MAILING

I hereby certify that this correspondence (Amendment F in application serial no. 09/670,705 filed September 27, 2000) is being deposited with the United States Postal Service as first class mail in an envelope addressed to
Mail Stop RCE
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450
on May 2, 2005.



Fred H. Zollinger III
Reg. No. 39, 438